

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN**

NAVISTAR, INC.

Respondent

and

Case 07-CA-304439

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW), AFL-CIO**

Charging Party

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by the Charging Party. It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on September 26, 2022, and a copy was served on Respondent by U.S. Mail on October 3, 2022.
2. At all material times, Respondent, a corporation with an office and place of business in Springfield, Ohio (the Springfield facility), has been in the business of manufacturing commercial trucks, buses, and diesel engines.
3. During the calendar year ending December 31, 2022, Respondent in conducting its business operations described above in paragraph 2, purchased and received at its Springfield, Ohio facility, goods valued in excess of \$50,000 from points outside the State of Ohio.
4. At all material times, Respondent, has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
5. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.
6. At all material times, (b) (6), (b) (7)(C) held the position of Respondent's (b) (6), (b) (7)(C) and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

7. (a) The following employees of Respondent constitute a unit (the Unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All office, clerical and technical employees of the Company's Springfield Operations, Springfield, Ohio, excluding all employees of the Industrial Relations Department; all employees of Wage & Salary Administration Department; all employees of Production Standards Department except clerks and typists; all employees of Public Relations Department; all employees of Plant Protection Department; all employees of Training Department; all employees assigned to student executive courses, progressive student course, and co-op student course; Works Manager's and Works Auditor's confidential typists and clerks; Cost Analysts; Plant layout engineers I and II; Plant Equipment designers I and II; Process Engineers I; tool designers I and II; Principal Reproducing Machine Operators; Costs Estimate Coordinator; Telephone Switchboard Operators; Teletype Operators; all employees of Cashiers office, secretaries to Works Manager, Assistant Works Manager, General Superintendent, Works Auditor, Assistant Works Auditor, Staff Assistants to Works Manager and Works Auditor, Works Buyer, Mechanical Engineer, Plant Engineer, Planning Engineer, Materials Controller, Chief Inspector, Resident Engineer, Manager of Order & Distribution, Advanced Planning and Research Engineer, Plant Metallurgist; all professional employees and all supervisors as defined in the National Labor Relations Act.

(b) Since at least 2002, and at all material times, Respondent has recognized the Charging Party as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from December 17, 2018, through October 1, 2024.

(c) At all times since 2002, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

8. Since about February 8, 2022, and again on September 8, 2022, the Charging Party requested, in writing, that Respondent furnish it with the following information:

All documents and information, in any way, related to profit-sharing, previously disclosed to the Intervenor Plaintiff Supplemental Benefit Committee of the Navistar International Transportation Corporation Retiree Supplemental Benefit Program in the Shy Trust Litigation and the related arbitration proceedings.

9. The information requested by the Charging Party, as described above in paragraph 8, is necessary for, and relevant to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

10. Since about February 8, 2022, Respondent has failed and refused to furnish the Charging Party with the items described above in paragraph 8.

11. By the conduct described above in paragraph 10, Respondent has been failing

and refusing to bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described above in paragraph 10 or in any like or related manner interfering with, restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act;

(b) engaging in the conduct described in paragraphs 10 and 11 or in any like or related manner refusing to bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of the Unit.

2. Take the following affirmative action:

(a) Provide the Charging Party with the information requested as described above in paragraph 8;

(b) Upon request, bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of the Unit, with respect to wages, hours, and other terms and conditions of employment;

(c) Post appropriate notices at Respondent's facilities located at 6125 Urbana Rd, Springfield, Ohio, 105 Steamboat Blvd., Manchester, Pennsylvania, 4038 Rock Quarry Road, Suite 400, Dallas, Texas, and 1300 Oakley Industrial Blvd., Fairburn, Georgia;

(d) Electronically post the Notice to Employees for employees at its 6125 Urbana Rd, Springfield, Ohio, 105 Steamboat Blvd., Manchester, Pennsylvania, 4038 Rock Quarry Road, Suite 400, Dallas, Texas, and 1300 Oakley Industrial Blvd., Fairburn, Georgia facilities if Respondent customarily uses electronic means such as an electronic bulletin board, email, website, or intranet to communicate with those employees.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before May 25, 2023, or postmarked on or before May 24, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer

rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on October 24, 2023, at 10:00 AM, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board via ZOOM videoconference. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 11, 2023



Elizabeth Kerwin, Regional Director
National Labor Relations Board, Region 07
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases: 07-CA-304439

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 7**

NAVISTAR, INC.,

Respondent

and

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW), AFL-CIO

Charging Party

Case: 07-CA-304439

NAVISTAR’S ANSWER AND AFFIRMATIVE DEFENSES

Now comes Respondent, Navistar, Inc. (“Navistar”), and in accordance with the National Labor Relations Act (the “Act”) and the applicable Rules and Regulations of the National Labor Relations Board (“NLRB”), hereby submits its Answer to the Complaint and Notice of Hearing (the “Complaint”) issued by the Regional Director of Region 7 on May 11, 2023. In this regard, Navistar reiterates its denial of any and all claimed violations of the Act and responds to each allegation of the Complaint as set forth below.

1. The charge in this proceeding was filed by the Charging Party on September 26, 2022, and a copy was served on Respondent by U.S. Mail on October 3, 2022.

ANSWER: Navistar is without the requisite knowledge to either admit or deny the allegations contained in Paragraph 1 regarding the date that Charging Party filed the charge in this proceeding or whether the charge was properly served on Navistar, and therefore denies those allegations. Navistar admits it received an unperfected copy of the charge in an email sent from NLRB Region 7 to Navistar’s counsel on November 15, 2022, and received a copy of the perfected charge and docketing letter in an email sent from NLRB Region 7 to Navistar’s counsel on

November 18, 2022. Navistar denies the remaining allegations contained in Paragraph 1 of the Complaint.

2. At all material times, Respondent, a corporation with an office and place of business in Springfield, Ohio (the Springfield facility), has been in the business of manufacturing commercial trucks, buses, and diesel engines.

ANSWER: Navistar admits the allegations in Paragraph 2 of the Complaint.

3. During the calendar year ending December 31, 2022, Respondent in conducting its business operations described above in paragraph 2, purchased and received at its Springfield, Ohio facility, goods valued in excess of \$50,000 from points outside the State of Ohio.

ANSWER: Navistar admits the allegations in Paragraph 3 of the Complaint.

4. At all material times, Respondent, has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

ANSWER: Navistar admits the allegations in Paragraph 4 of the Complaint.

5. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

ANSWER: Upon information and belief, Navistar admits the allegations in Paragraph 5 of the Complaint.

6. At all material times, (b) (6), (b) (7)(C) held the position of Respondent's (b) (6), (b) (7)(C) and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

ANSWER: Navistar admits that (b) (6), (b) (7)(C) has held the position of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) for Respondent since on or about (b) (6), (b) (7)(C), and that (b) (6), (b) (7)(C) has been a supervisor and agent of Respondent within the meaning of the Act at all material times.

Navistar denies the remaining allegations in Paragraph 6 of the Complaint.

7. (a) The following employees of Respondent constitute a unit (the Unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All office, clerical and technical employees of the Company's Springfield Operations, Springfield, Ohio, excluding all employees of the Industrial Relations Department; all employees of Wage & Salary Administration Department; all

employees of Production Standards Department except clerks and typists; all employees of Public Relations Department; all employees of Plant Protection Department; all employees of Training Department; all employees assigned to student executive courses, progressive student course, and co-op student course; Works Manager's and Works Auditor's confidential typists and clerks; Cost Analysts; Plant layout engineers I and II; Plant Equipment designers I and II; Process Engineers I; tool designers I and II; Principal Reproducing Machine Operators; Costs Estimate Coordinator; Telephone Switchboard Operators; Teletype Operators; all employees of Cashiers office, secretaries to Works Manager, Assistant Works Manager, General Superintendent, Works Auditor, Assistant Works Auditor, Staff Assistants to Works Manager and Works Auditor, Works Buyer, Mechanical Engineer, Plant Engineer, Planning Engineer, Materials Controller, Chief Inspector, Resident Engineer, Manager of Order & Distribution, Advanced Planning and Research Engineer, Plant Metallurgist; all professional employees and all supervisors as defined in the National Labor Relations Act.

ANSWER: Navistar admits the allegations contained in Paragraph 7(a) of the Complaint.

(b) Since at least 2002, and at all material times, Respondent has recognized the Charging Party as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from December 17, 2018, through October 1, 2024.

ANSWER: Navistar admits that since at least 2002, Navistar has recognized the Charging Party and its affiliated Local Union No. 658 as the exclusive collective bargaining representatives of the Unit. Navistar further admits that this recognition has been embodied in successive collective bargaining agreements, the most recent of which is effective from December 17, 2018 until 12:01 a.m. on October 1, 2026. Navistar denies the remaining allegations contained in Paragraph 7(b) of the Complaint.

(c) At all times since 2002, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

ANSWER: Navistar admits that since at least 2002, the Charging Party and its affiliated Local Union No. 658 have been the exclusive collective bargaining representatives of the Unit. Navistar denies the remaining allegations contained in Paragraph 7(b) of the Complaint.

8. Since about February 8, 2022, and again on September 8, 2022, the Charging Party requested, in writing, that Respondent furnish it with the following information:

All documents and information, in any way, related to profit-sharing, previously disclosed to the Intervenor Plaintiff Supplemental Benefit Committee of the Navistar International Transportation Corporation Retiree Supplemental Benefit Program in the Shy Trust Litigation and the related arbitration proceedings.

ANSWER: Navistar admits that the specified information was requested by Charging Party on the dates specified, as well as earlier dates. Navistar denies the remaining allegations in Paragraph 8 of the Complaint.

9. The information requested by the Charging Party, as described above in paragraph 8, is necessary for, and relevant to the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

ANSWER: Navistar denies the allegations contained in Paragraph 9 of the Complaint.

10. Since about February 8, 2022, Respondent has failed and refused to furnish the Charging Party with the items described above in paragraph 8.

ANSWER: Navistar admits that it has not supplemented its prior responses to information requests from the Charging Party with additional information since February 8, 2022. Navistar denies the remaining allegations in Paragraph 10 of the Complaint.

11. By the conduct described above in paragraph 10, Respondent has been failing and refusing to bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

ANSWER: Navistar denies the allegations in Paragraph 11 of the Complaint.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) Engaging in the conduct described above in paragraph 10 or in any like or related manner interfering with, or restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act;

(b) Engaging in the conduct described in paragraphs 10 and 11 or in any like or related manner refusing to bargain with, restraining, or coercing its employees in the exercise of rights guaranteed in Section 7 of the Act;

2. Take the following affirmative action:

(a) Provide the Charging party with the information requested as described above in paragraph 8;

(b) Upon request, bargain collectively and in good faith with the Charging Party as the exclusive collective-bargaining representative of the Unit, with respect to wages, hours, and other terms and conditions of employment;

(c) Post appropriate notices at Respondent's facilities located at 6125 Urbana Rd, Springfield, Ohio, 105 Steamboat Blvd., Manchester, Pennsylvania, 4038 Rock Quarry Road, Suite 400, Dallas Texas, and 1300 Oakley Industrial Blvd., Fairburn, Georgia;

(d) Electronically post the Notice to Employees for employees at its 6125 Urbana Rd, Springfield, Ohio, 105 Steamboat Blvd., Manchester, Pennsylvania, 4038 Rock Quarry Road, Suite 400, Dallas Texas, and 1300 Oakley Industrial Blvd., Fairburn, Georgia facilities if Respondent customarily uses electronic means such as an electronic bulletin board, email, website, or intranet to communicate with those employees.

The General Counsel further prays for such relief as may be just and proper to remedy the unfair labor practices herein alleged.

ANSWER: Navistar denies that the Charging Party is entitled to any of the remedies or relief identified in the Complaint's prayer for relief.

GENERAL DENIAL

Navistar denies each and every allegation contained in the Complaint except those that are specifically admitted herein.

AFFIRMATIVE DEFENSES

1. During all material times, Navistar has acted in good faith and in full compliance with the Act.

2. The Complaint does not allege facts sufficient to constitute a violation of the Act and fails to state a claim upon which relief can be granted.

3. All actions taken or not taken by Navistar were for lawful, legitimate reasons and were not in violation of the Act.

4. The claims asserted in the Complaint are untimely under Section 10(b) of the Act.

5. The claims asserted in the Complaint are barred by the equitable doctrines of laches and/or waiver and estoppel.

6. To the extent the Complaint contains allegations beyond the scope of the charge, or evidence offered at trial is not encompassed within the charge, such allegations and/or evidence are untimely under Section 10(b) of the Act.

7. The underlying charge was not properly or timely served on Navistar.

8. The underlying charge was filed in an improper venue, and Region 7 wrongfully and erroneously failed and refused to transfer the charge to the proper Region for investigation.

9. Because Region 7 is an improper venue, Region 7 lacks jurisdiction to litigate the claims asserted in the Complaint.

10. To the extent Respondent has not provided the Charging Party with the information referenced in Paragraph 8 of the Complaint, Respondent had a reasonable and lawful basis for not providing it because said information does not pertain to employees within the Unit, and Charging Party has failed to demonstrate a reasonable belief, supported by objective evidence, that said information is necessary or relevant to performance of its duties as a collective bargaining representative of the Unit.

11. The information referenced in Paragraph 8 of the Complaint is irrelevant to the issues raised in the grievance providing the basis for the Union's information request, and is also overly broad and unduly burdensome.

12. To the extent Respondent has not provided the Charging Party with the information referenced in Paragraph 8 of the Complaint, Respondent had a reasonable and lawful basis for not providing it because said information is highly confidential and proprietary and disclosure cannot be compelled without appropriate confidentiality and use protections.

13. There can be no legitimate determination of whether the Union is entitled to any or all of the information referenced in Paragraph 8 of the Complaint until the parties' permanent Arbitrator first determines whether or not the grievance providing the basis for the Union's information request has been waived.

14. If any allegation in the Complaint is deemed to constitute a violation of the Act, then such violation is *de minimis* for which no remedy would further the purposes of the Act.

15. Respondent reserves the right to amend, modify, revise, and plead further any additional defenses, affirmative or otherwise, during the course of these proceedings.

WHEREFORE, Respondent Navistar, Inc. respectfully requests dismissal of the Complaint in its entirety with prejudice, and such other and further relief as is just and appropriate, and to which it may be entitled.

Dated: May 25, 2023

Respectfully submitted,

LITTLER MENDELSON, P.C.

/s/ David P. Radelet

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LITTLER MENDELSON, P.C.

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Attorneys for Respondent
Navistar, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on May 25, 2023, copies of the foregoing Answer and Affirmative Defenses to Complaint were served on the following by electronic filing, email and/or U.S. mail:

William J. Karges, General Counsel
wkarges@uaw.net
James A. Britton, Associate General Counsel
jbritton@uaw.net
International Union, United Automobile, Aerospace and
Agricultural Implement Workers of America (UAW), AFL-CIO
8000 East Jefferson Avenue
Detroit, MI 48214

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National Labor Relations Board, Region 07
Patrick V. McNamara Federal Building
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/s/ David P. Radelet